defamation. *Ward* v. *Weeks*, 7 Bing. 211; *Hastings* v. *Stetson*, 126 Mass. 329. As a matter of law, the damages due to repetition are held to be too remote, though it is common experience that the repetition of slander is in fact a most natural and probable consequence of the publication of it. *Hastings* v. *Stetson*, *supra*. This proceeds upon the unsound and, in this country, discredited doctrine, that in questions of legal cause responsibility for an act does not extend beyond the last wrongdoer. See *Elmer* v. *Fessenden*, 151 Mass. 359, 362; see also 25 HARV. L. REV. 111–113, 119–122. But an exception to this non-liability exists where the repetition is privileged, the person hearing the charge being under a legal or moral obligation to repeat it. *Derry* v. *Handley*, 16 L. T. N. S. 263. The reason generally assigned is that the person repeating the charge is here not a wrongdoer, and that the originator is the last wrongdoer. See *Elmer* v. *Fessenden*, *supra*. A more practical reason is that unless the plaintiff were given recovery against the originator of the slander, he would be remediless. See *Bassell* v. *Elmore*, 48 N. Y. 561, 564. Even on the reasoning of the general rule this exception is justified, for the repetition is obviously a more natural consequence when the party repeating the charge is under a duty to do so, than in the ordinary case of repetition. Moreover, the exception is particularly desirable, since it limits an archaic rule of causation.

MARRIAGE — VALIDITY — COMMON-LAW MARRIAGE. — The defendant married X. in New York. At the time of this marriage X. had a husband from whom she had been divorced in California, but which divorce was invalid in New York. The parties then moved to Illinois where the California divorce decree was valid, and there cohabited together. The defendant subsequently deserted X. and contracted another marriage. The defense to an indictment for bigamy was that the defendant and X. were not man and wife in Illinois. *Held*, that the defendant is not guilty of bigamy. *People* v. *Shaw*, 102 N. E. 1031 (Ill.).

For a discussion of the requisites of common-law marriage, see NOTES, p. 378.

MASTER AND SERVANT — WORKMEN'S COMPENSATION ACT — INJURY OCCURRING "IN THE COURSE OF" AND ARISING "OUT OF" EMPLOYMENT. — The plaintiff, employed as a night watchman in the defendant's train yard, received permission to go for his clothes to a portion of the premises outside the part where his duties were performed. While returning to the part of the premises where he carried on his work he was injured by one of the defendant's engines. *Held*, that the plaintiff is entitled to compensation. *Gonyea* v. *C. N. Ry. Co.*, *Canadian*, 26 West. L. R. 57 (Sup. Ct. Saskatchewan).

The Canadian statute follows the English act and requires both that the injury occur "in the course of" and that it arise "out of" the employment. STAT. 6 ED. VII, c. 58, § 1, subsec. (1). The same phrasing is found in seventeen of the twenty-two acts now adopted in the United States. An accident arises "out of" the employment when it results from a risk incidental to the employment, as distinguished from a risk common to all mankind. *Pierce* v. *Provident, etc. Co.*, [1911] 1 K. B. 997; *In re Employers' Liability, etc. Corp.*, 102 N. E. 697 (Mass.). The accident in question seems to fall within this definition. Whether it is within the course of the employment has been said to depend upon the geographical test of whether the workman is upon the premises where the work is being carried on, and whether his presence there is incidental to his work. See 25 HARV. L. REV. 401, 406. The court points out that in this case the plaintiff was clearly beyond the ambit of his employment. A broader definition and the one adopted by the court is whether the plaintiff was injured while doing what a man so employed might reasonably do within the time he is employed. *Moore* v. *Manchester Liners*, [1910] A. C. 498, 500; *Bryant* v. *Fissell*, 86 Atl. 458 (N. J.). Either test has the desirable feature of being

purely external and easy to apply, thereby decreasing opportunity for litigation, one of the objects of compensation statutes. See 25 HARV. L. REV. 328, 332. Nevertheless, whether an injury arose "in the course of" the employment has been a frequent subject of dispute. As with the fellow-servant rule, the exact time of beginning and ending labor is not the determining factor. *Riley* v. *Holland & Sons*, [1911] 1 K. B. 1029; *Sharp* v. *Johnson & Co.*, [1905] 2 K. B. 139. An engineer crossing tracks on a private errand was denied recovery because the employment was thereby broken. *Reed* v. *Great W. Ry. Co.*, [1909] A. C. 31. *Contra*, *Goodlet* v. *Caledonian Ry.*, 4 Fraser 986. Compensation was refused a station ticket collector who fell from a train upon which he had stepped for his own purposes. *Smith* v. *Lancashire, etc. Ry.*, [1899] 1 Q. B. 141. But a workman leaving to get a drink recovered; *Keenan* v. *Flemington Coal Co.*, 5 Fraser 164; as did a driver of a wagon hurt while picking up his pipe. *M'Lauchlan* v. *Anderson*, 48 Scot. L. R. 349. See also *Blovelt* v. *Sawyer*, [1904] 1 K. B. 271. A liberal construction of the test laid down seems in accordance with the spirit of the legislation, which is not the extension of liability for wrong doing, but to alleviate an undesirable social condition. Allowing compensation in the principal case is in harmony with that purpose.

MORTGAGES — EQUITY OF REDEMPTION — CLOGGING EQUITY OF REDEMPTION: VALIDITY OF AN OPTION COLLATERAL TO A FLOATING CHARGE. — The appellant loaned money to the respondent, repayable on demand; but, if the interest were duly paid, no demand to be made before September 30, 1915. The debtor had the option to repay at any time after one month's notice. As security, a floating charge upon the debtor's undertaking (business) and property was created. By collateral agreement in the mortgage the debtor gave the lender an option to buy all of a certain by-product acquired up to August 20, 1915. Prior to November, 1913, the debtor paid up the loan. The lender sought to enjoin a breach of the collateral agreement. *Held*, that the respondent should have been enjoined. *Kreglinger* v. *New Patagonia, etc. Co.*, 136 L. T. J. 110 (H. of L.).

The English law prior to the principal case enforced collateral agreements, not unconscionable, to continue during the existence of the security, but not after redemption. They were not invalid simply because "additional to the principal, costs, and interest secured." *Biggs* v. *Hoddinott*, [1898] 2 Ch. 307; *Bunbury* v. *Walker*, 1 Jac. & W. 225. *Contra*, JONES, MORTGAGES, 6 ed., § 1044. On the other hand, agreements, calculated to extend beyond redemption, were unenforceable after redemption. *Noakes & Co., Ltd.*, v. *Rice*, [1902] A. C. 24; *Bradley* v. *Carrett*, [1903] A. C. 253 (overruling *Stantley* v. *Wilde*, [1899] 2 Ch. 474). An absolute day of cleavage was thus created. After the repayment of his loan the mortgagor should be "free from interference in his enjoyment again of full ownership." See 21 HARV. L. REV. 472–473. In the principal case the court admits that the rule against clogging equities applies to floating charges, but in some way, not indicated, distinguishes the cases cited above. Any distinction based upon the independent character of the agreement seems tenuous. Moreover, it allows creditors to overreach debtors by means of collateral agreements, substantially within the rule of *Bradley* v. *Carrett*, *supra*, but brought within the rule of the principal case by extending the law day of the mortgage beyond the date for terminating the collateral agreement, but with an option in the mortgagor to repay sooner. See 136 L. T. J. (Eng.) 137, 138. Such a result seems indefensible. For a discussion of the rule against clogging the equity, see 13 HARV. L. REV. 595; 15 HARV. L. REV. 661; 21 HARV. L. REV. 468–473.

NUISANCE — WHAT CONSTITUTES A NUISANCE — INJURY TO PRIVATE PROPERTY BY RAILROAD. — The defendant's railroad, though operated without